# 2025-2027

# MASTER AGREEMENT

between

***THE BOARD OF EDUCATION OF THE VAN DYKE PUBLIC SCHOOLS***

and

***THE PROFESSIONAL PERSONNEL OF VAN DYKE***

Agreement made this **15th** day of **September, 2025,** by and between the Board of Education of the Van Dyke Public Schools, Warren, Michigan, hereinafter called the "Board," and the Professional Personnel of Van Dyke, hereinafter called the "Professional Personnel." This agreement shall be effective July 1, **2025** and shall continue in effect until June 30, **2027**.

The parties agree as follows:

**TABLE OF CONTENTS**


Page

ARTICLE I - RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS..... 1
A. Recognition..... 1
B. Definitions..... 1
C. Strike Prohibition..... 2
D. Dues..... 2
E. Negotiations..... 3
F. Consortium Agreement..... 3
G. Every Student Succeeds Act Compliance..... 4

ARTICLE II – SCHEDULE A - SALARY ..... 5
NOTIFICATION FOR PAYMENT OF GRADUATE HOURS ..... 6
FRINGE BENEFITS ..... 7
PAYMENT SCHEDULE ..... 12

ARTICLE III – PAID TIME OFF (PTO) ..... 13

ARTICLE IV - LEAVES OF ABSENCE ..... 17

ARTICLE V - TEACHING PERIODS ..... 21

ARTICLE VI – EDUCATION ENVIRONMENT ..... 24

ARTICLE VII – TEACHER ASSIGNMENTS: LAYOFF, RECALL, INVOLUNTARY TRANSFERS ..... 25

ARTICLE VIII - CLASS SIZE LIMITATION..... 28

ARTICLE IX - DISCIPLINE..... 30

ARTICLE X – EDUCATOR DISCIPLINE AND DISCHARGE.....31

ARTICLE XI – PERFORMANCE EVALUATION..... 32

ARTICLE XII – MEETINGS ON POLICY MATTERS..... 35

ARTICLE XIII – GRIEVANCE PROCEDURE..... 36

ARTICLE XIV - PROFESSIONAL PERSONNEL ACTIVITIES.....38

ARTICLE XV – TEACHER RESPONSIBILITY ..... 39

ARTICLE XVI – RESERVATION OF RIGHTS AND POWERS OF BOARD AND PROFESSIONAL PERSONNEL 40

ARTICLE XVII - CALENDAR ..... 41

ARTICLE XVIII - GENERAL ..... 42

MEMORANDUM AGREEMENT ..... 43

## ARTICLE I

## RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS

A. **Recognition**: The Board recognizes the Professional Personnel as the sole and exclusive collective bargaining representative for all members of the bargaining unit, all of whom are hereinafter referred to as "teacher" or "teachers." Excluded from the Professional Personnel are substitute teachers; adult, summer school, community education teachers; athletic director; and non-bargaining unit employees under supplemental contract.

B. **Definitions**: Teachers in the bargaining unit shall include the following positions: teacher, virtual teacher, school-certificated librarian, counselor, Academic Coach, science, technology and fine arts coordinators, vocational-certificated instructors, and special education personnel. The term "school" is to include any work location in which a member of the bargaining unit is employed. The term "principal" refers to administrators in any elementary or secondary work location. Wherever the singular is employed, it is to include the plural. The term "Professional Personnel representative" is to include representatives appointed by the president of the Professional Personnel. The president of the Professional Personnel shall notify the superintendent of the identity of such representatives. As used herein, the term "Board" shall include the Board, its agents, and designees. The term "seniority" refers to the number of current years of service, or fraction thereof, in the Van Dyke Public Schools. Time spent on compensable leaves of absence shall be a part of an employee's seniority. Seniority shall not accumulate for leaves of absence for which no salary is paid. An administrator who was formerly a member of the teacher bargaining unit, shall retain but will not continue to accrue seniority as defined in this Article. A seniority list of all certified personnel showing the date of hire, breaks in employment, teaching majors and/or minors for regular classroom teachers and specific majors and/or minors for enrichment teachers shall be prepared by the Board and be made available to the Professional Personnel. These lists shall be conveyed to the president upon request during the current school—year. In the event of two or more teachers having equal seniority, the following criteria will be applied in the order stated:

(1) Earliest date of hire: Date of hire shall be determined by the date on which the teacher has affixed his/her signature on the contract.

(2) Highest number of hours of professional preparation in the area in question, including both undergraduate and graduate hours.

(3) The seniority of a teacher teaching less than full time shall be prorated in direct proportion to the actual decimal fraction of the days taught (effective date: Sept. 1, 1980). The teacher's individual contract shall state the decimal fraction to the nearest tenth.

Teacher qualifications shall include the following:

(1) Teachers must possess state issued and appropriate certification and be highly qualified as defined by the Every Student Succeeds Act (ESSA).

(2) The qualifications under section (1) include the following:

a. Elementary teachers must have K-8 or K-12 certification and Be highly qualified as defined by ESSA.

b. Middle School teachers must be certified K-8, 7-12 or K-12 and be highly qualified as defined by ESSA.

c. Senior high teachers must be certified 7-12 or K-12 and must have earned the minimum credit hours required for accreditation by the North Central Association and be highly qualified as defined by ESSA.

d. Qualifications for K-12 special education will also be defined as having a major or minor in special education with the State endorsement/approval and/or licensure as mandated by law in the area assigned and be highly qualified as defined by ESSA.

(3) If the Board wishes to use a bargaining member in a capacity in which they would not be qualified under subsections (1) and (2), such will be done only after meeting with the President of the Professional Personnel and the assignment will involve only a minor portion of the teacher's work day.

C. **Strike Prohibition**: The Professional Personnel will not engage in or encourage strike action of any type during the life of this agreement.

D. **Dues**:

Consistent with the requirements of Michigan's Public Employment Relations Act (PERA), each Employee has the choice of whether or not to become a union member and pay dues.

**1.** Payroll Deduction of Union Dues.

a. Union Members who would like to pay their dues through payroll dues deduction, shall complete and sign a Union membership form which shall include a payroll deduction authorization form.

b. The payroll deduction form shall be prepared by the Union and be acceptable to the Employer, provided that the Employer may not unreasonably reject the text of the form. The Union may change the text of the form from time to time and the Employer shall be provided notice of any change and a copy of the modified form.

c. The Union shall provide the Employer copies of the signed payroll deduction form for persons who wish to have dues deducted.

d. Payroll deductions for the Professional Personnel shall be deducted in 18 equal and consecutive installments beginning with the first pay in October. In the event an employee chooses to become a member after the first payroll deduction, the Union will notify the Business Office of such change and dues will begin being deducted in the equal installment amount in the first payroll following such notification, subject to payroll processing deadlines.

e. By July 15 prior to the beginning of each school year, The Professional Personnel shall give written notification to the Business Office of any change in the computation of its dues which are to be deducted in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during that school year.

f. Monies so deducted will be transmitted electronically to the Union's bank account consistent with the District's regular business operations.

g. A data file documenting each deduction will be transmitted to the Union in Excel or another mutually agreeable electronic format no later than fifteen (15) business days following each deduction.

2. Change of Member Status.

To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. Payroll deduction of dues will cease as soon as practicable upon the District's receipt of notice from the member or the Union that they wish to stop payroll deduction. In the event that a member contacts the district directly, the district will notify the Union of such action within 1 business day of receipt of notice or Article I Section D.3 will not apply.

3. Indemnification.

The Union agrees to defend, indemnify and save the Employer harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the Employer shall give timely notice of such action to the Union. The Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

E. **Negotiations**: Each party recognizes that the negotiated agreement is subject to final ratification by the Board of Education and the Professional Personnel of Van Dyke. Prior to the ratification of the proposed master agreement, two (2) official copies of the entire agreement shall be prepared, and the signatures of all members of both negotiating teams shall be affixed thereto to certify the validity of said proposed master agreement. One electronic copy shall be provided to each negotiating team. It is the mutual objective of both parties to achieve the resolution and printing for distribution to the membership of the Professional Personnel of the proposed master agreement, seven (7) calendar days prior to the end of the school year in which bargaining takes place. Both parties must submit the proposed master agreement for ratification prior to midnight of the same day. Upon ratification by the Professional Personnel of Van Dyke membership and the Van Dyke Board of Education, the chief negotiators will notify the other party immediately.

F. **Subcontracting**: The parties to this agreement recognize that the duties and work performed by the bargaining unit shall be performed by the bargaining unit members and must not be subcontracted until posted as a PPVD position (Excluding substitute teachers). All bargaining unit positions shall be posted each year and first offered to qualified candidates. In the event that the positions cannot be filled, the district may fill the opening on a yearly basis through subcontracting.

G. **Consortium Agreement**:

The parties acknowledge the existence of the Southwest Macomb Area Vocational Consortium, which provides vocational and technical education consortium programs at Center Line High School, Fitzgerald High School, Warren Woods Tower High School and Lincoln High School.

(1) In consideration of the agreement above, the Union agrees not to seek to represent or otherwise challenge or interfere with the bargaining unit

covered by their respective bargaining agreement or seek to represent individuals in said unit, except to the extent authorized by law.

(2) The parties agree that any grievance or dispute related to this agreement which cannot be resolved by the parties shall be submitted by either party to binding arbitration in accordance with Article XII of the Contract.

**Every Student Succeeds Act Compliance:**

The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the Every Student Succeeds Act (ESSA)of 2015 and the regulations promulgated there under, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definitions, standards and requirements of the ESSA Act as interpreted by the Michigan Department of Education.

**ARTICLE II – SCHEDULE A – SALARY**

| SALARY SCHEDULE 2025-27 | | | |
|---|---|---|---|
| **Step** | **BA** | **MA** | **SP** |
| 1 | **51,367** | **55,477** | **58,805** |
| 2 | **52,907** | **57,141** | **60,570** |
| 3 | **54,495** | **58,855** | **62,386** |
| 4 | **56,130** | **60,620** | **64,257** |
| 5 | **57,813** | **62,439** | **66,185** |
| 6 | **59,548** | **64,312** | **68,171** |
| 7 | **61,334** | **66,242** | **70,216** |
| 8 | **63,176** | **68,230** | **72,323** |
| 9 | **65,070** | **70,277** | **74,493** |
| 10 | **67,022** | **72,385** | **76,728** |
| 11 | **69,032** | **74,556** | **79,029** |
| 12 | **71,103** | **76,793** | **81,401** |
| 13 | **73,235** | **79,096** | **83,843** |
| 14 | **75,432** | **81,469** | **86,358** |
| 15 | **77,695** | **83,913** | **88,949** |
| 16 | **80,026** | **86,431** | **91,618** |

**For 2025-26 and 2026-27, bargaining unit members will move one step unless member is already at the top of the pay scale.**

Salary will be paid on the specialist degree lane for the following degrees and/or graduate semester hours:

(1) Educational Specialist degree;
(2) Second Master's degree;
(3) Master's degree plus thirty (30) graduate semester hours in teaching area beyond Master's; or

(4) Thirty (30) semester hours on a Board approved doctoral program (assuming the individual already has a master's degree).

It is understood that all hours submitted for qualification for payment under this provision shall have been graded "B" or better. The ratio of term hours to semester hours is three to two.

**NOTIFICATION FOR PAYMENT OF GRADUATE HOURS**

Teachers requesting additional pay for graduate hours must have evidence, in transcript form, on file in the Personnel Office by October 15th to receive additional pay for the rest of the school year. The additional pay will be spread over the remainder of the pay periods.

**Longevity**

Teachers will be paid according to the scale below:

- Teachers in their 20th year or more will receive $3,600
- Teachers in their 15th – 19th year will receive $2,200
- Teachers in their 10th – 14th year will receive $1,200
- Teachers in their 5th – 9th year will receive $600

**Extra Duty**

1. A teacher who must give up his/her preparation period in an emergency, shall be compensated for each occurrence at the rate of $40.00 for one (1) preparation period up to 60 minutes. The president of the Professional Personnel shall not be subject to the provisions of this paragraph.

2. When an adequate number of substitutes cannot be found to cover teacher absences on a day to day basis, the following will occur on a voluntary basis. When volunteers are not available the building administrator will determine a rotation.

   At the secondary level, a teacher who agrees to cover a class in addition to their regularly scheduled class will be paid $40.00 per occurrence.

   At the elementary level, teachers who agree to cover students from a divided classroom for the entire day will be compensated at the rate of $13.00 per child, per day, for each child not on their Power School roster.

3. Teachers who perform non-teaching duties (such as taking tickets at sporting events) shall be compensated at the rate of $25 for each performance of such duties. When such duties are performed on other than regularly scheduled school

days, the rate of pay shall be $35. Principals will seek to fill these assignments on a voluntary basis. In the event these assignments are not filled in such a manner, they shall be assigned on a rotating basis.

Middle school and senior high volleyball and basketball games will be treated as separate events when they occur on the same night, and will be compensated at the rate of $25.00 per game. Teachers attending and supervising at elementary winter and spring musical programs will be paid $45.00 per program.

High School varsity football games will be compensated at the rate of $30.00 per game.

4. Teachers who teach an extra class, thereby giving up a preparation or lunch period or extending the length of their regular workday for an entire school year, shall be compensated at the rate of fifteen percent (15%)of their regular salary.

5. Teachers working cafeteria duty will be paid $22.00 for periods less than 40 minutes and $24.00 for periods of 40 minutes or more.

6. Teachers who perform additional teaching-related work beyond the scheduled day or outside of the contractual calendar, excluding summer school programs; under the direction of a Building Administrator, the Office of Curriculum and/or the Office of Special Services shall be paid $40.00 per hour.

**FRINGE BENEFITS**

1. The Board shall provide PPVD members an option to choose between Blue Cross/Blue Shield Community Blue PPO12 ($1,000/$2,000 deductible; no co-insurance) and Simply Blue ($1,500/$3,000 deductible; 20% co-insurance) for all teachers and their dependents. The prescription carrier will also be Blue Cross/Blue Shield. PPVD members must utilize the 90 day prescription riders. The prescription drug co-pay is $10/$40 for Community Blue PPO12 and $10/$40/$80 for Simply Blue. Other plans may be offered within the district at which time PPVD members will have the option to choose.

   The School District will pay all medical plan costs up to, but not greater than, the full allowable employer's share under section 3 or 4 (as selected by the School District) of the publicly funded health insurance contribution act, MCL 15.564 (i.e., 80/20 versus hard cap). All medical benefit plan costs over the allowable employer's share must be paid by the individual bargaining unit member. PPVD members will pay their portion of the illustrative rate through payroll deduction on a before tax basis, as allowed by law, over 24 periods. PPVD member contributions to benefit coverage will commence with the first pay of each contract year.

   Co-pays and coverages for medical and prescription coverage are more fully explained in the Benefits at a Glance (BAAG) found on the District's website at: http://www.vdps.net/transparency-reporting/

   Note: If your prescription is filled by any type of in-network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic *plus* the applicable copay/coinsurance.

   Teachers working at least .5, but less than .75 shall have the option to purchase

any of the benefits offered to full time teachers. The cost based on the current illustrative rates, will be proportionally split between the employee and the district. For example, employees working .6 of the time will pay 40% of the cost for benefits and the district pays 60%. If during the school year, a teacher's position is involuntarily reduced, benefits will not be impacted.

2. Teachers on approved leaves of absence shall receive medical coverage during the months of July and August, providing they complete the school year and request for a leave is made sixty (60) days prior to the end of the school year.

3. The School District will provide all bargaining unit members and their dependents dental insurance at the amounts and levels as indicated in the Benefits-At-A-Glance (BAAG), and pay 80% of premium costs. The BAAG is available on the School District's website under transparency reporting at http://www.vdps.net/transparency-reporting/.

4. The School District will provide all bargaining unit members and their dependents optical insurance at the amounts and levels as indicated in the BAAG, and pay 80% of premium costs. The BAAG is available on the School District's website under transparency reporting at http://www.vdps.net/transparency-reporting/.

5. The Board shall assume the full cost of premiums for a $40,000 term life insurance policy, including a $20,000 A.D.B. policy, for all teachers.

6. The Board shall assume the full cost of $250,000/1,000,000 liability insurance covering all teachers.

7. Teachers terminating employment in the Van Dyke Schools shall receive a lump sum payment of all monies owed at the time of separation. Upon termination of a PPVD member 55 years or older, all severance money (sick day) must be placed in a 403B plan. This provision is effective March 1, 2004. Fringe benefits shall terminate effective on the last day of the final month of employment. This policy shall apply to retirees who transfer their coverage to the Michigan Public School Employees' Retirement Fund, teachers leaving teaching, and teachers leaving for employment outside of the Van Dyke Public Schools.

8. Teachers who are required to drive their private vehicle on approved school business shall be compensated at the maximum non-taxable rate per mile as published by the Internal Revenue Service and subject to all governing regulations of the Internal Revenue Service.

9. For the purpose of fringe benefits, in addition to the employee's spouse, a dependent shall be someone who meets the requirements of the Blue Cross/Blue Shield Dependent Continuation guidelines.

10. When the Board of Education and the Professional Personnel agree, properly authorized payroll deductions may be made for a tax-deferred 403(b) Plan carrier with ten (10) or more bargaining unit participants.

## Schedule B – SUPPLEMENTAL CONTRACTS

**High School** — ***Based on MA1***

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| Head Varsity Football | 1 | 13.0 |
| Asst. Varsity Football | 2 | 8.5 |
| Head JV Football | 1 | 8.5 |
| Asst. JV Football | 1 | 8.0 |
| 9th Grade Football | 1 | 7.5 |
| 9th Grade Asst. Football | 1 | 7.0 |
| Boys Varsity Basketball | 1 | 13.0 |
| Boys JV Basketball | 1 | 8.5 |
| Boys 9th Grade Basketball | 1 | 7.5 |
| Girls Varsity Basketball | 1 | 13.0 |
| Girls JV Basketball | 1 | 8.5 |
| Girls 9th Grade Basketball | 1 | 7.5 |
| Varsity Baseball | 1 | 9.5 |
| JV Baseball | 1 | 8.0 |
| Varsity Softball | 1 | 9.5 |
| JV Softball | 1 | 8.0 |
| Varsity Wrestling | 1 | 13.0 |
| Asst. Wrestling | 1 | 8.5 |
| Varsity Track | 1 | 11.0 |
| Assistant Track | 2 | 8.5 |
| Cross Country | 1 | 8.5 |
| Varsity Swimming - Girls | 1 | 9.5 |
| Varsity Swimming - Boys | 1 | 9.5 |
| Varsity Volleyball | 1 | 9.5 |
| JV Volleyball | 1 | 8.0 |
| Varsity Cheerleader Sponsor * per season | 1 | 5.0 |
| Varsity Bowling Additional 2% if coaching both boys and girls | 1 | 8.5 |
| Varsity Soccer | 1 | 8.0 |

**Middle School** — ***Based on MA1***

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| 8th Grade Football | 1 | 7.5 |
| 7th Grade Football | 1 | 7.5 |
| 7th/8th Grade Football | 1 | 7.5 |
| Boys 8th Grade Basketball | 1 | 7.5 |
| Boys 7th Grade Basketball | 1 | 7.5 |
| Girls 8th Grade Basketball | 1 | 7.5 |
| Girls 7th Grade Basketball | 1 | 7.5 |
| 7/8 Grade Baseball | 1 | 6.0 |
| 7/8 Grade Softball | 1 | 6.0 |
| 7/8 Wrestling | 1 | 7.5 |
| 7/8 Track | 1 | 7.5 |
| 7/8 Assistant Track | 2 | 5.0 |
| 7th Grade Volleyball | 1 | 7.5 |
| 8th Grade Volleyball | 1 | 7.5 |
| 7/8 Cheerleader | 1 | 5.0 |
| 7/8 Athletic Director | 1 | 9.0 |
| Student Activities Coordinator | ** | 1,500 |

**SCHEDULE B – SUPPLEMENTAL CONTRACTS (continued)**

**High School**

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| High School Band Director | 1 | 8.5 |
| High School Choral Director | 1 | 6.0 |
| High School Plays (max 2/yr) | | |
| * Director (per play) | 1 | 1,500 |
| * Stagecraft (per play) | 1 | 750 |
| * Choreographer (per play) | 1 | 750 |
| * Music Director (per play) | 1 | 1,000 |
| Student Government | ** | 3,000 |
| Freshman Class Sponsor | 1 | 500 |
| Sophomore Class Sponsor | 1 | 500 |
| Junior Class Sponsor | 1 | 500 |
| Senior Class Sponsor | 1 | 1,000 |
| National Honor Society | 1 | 700 |
| SADD | 1 | 500 |
| Yearbook Sponsor | 1 | 1,500 |
| DECCA Sponsor | 1 | 500 |
| BPA Sponsor | 1 | 500 |
| Gay/Straight Alliance Sponsor | 1 | 500 |
| High School Robotics | 1 | 1,500 |
| Special Services Coordinator | 1 | 4,000 |
| Department Chair - Science | ** | 3,000 |
| Department Chair - Math | ** | 3,000 |
| Department Chair - English | ** | 3,000 |
| Department Chair - Soc Stud | ** | 3,000 |
| Department Chair - VPAA | ** | 3,000 |
| School Improvement Team | ** | 2,500 |

*percentages are based on MA1 in the salary schedule

*** see specific requirements on next page.***

**Middle School**

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| Middle School Band Director | 1 | 2,500 |
| Middle School Choral Director | 1 | 1,000 |
| Student Council | 1 | 2,000 |
| Journalism/Yearbook | 1 | 750 |
| National Junior Honor Society | 1 | 500 |
| Gold Star Coordinator | 1 | 300 |
| Middle School Robotics | 1 | 1,500 |
| Special Education Coordinator | 1 | 1,000 |
| Sustained Leadership Team | ** | 2,500 |
| School Improvement Team | ** | 2,500 |

**Elementary Schools**

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| Safety Patrol | 1 | 1,250 |
| Student Council | 1 | 1,250 |
| Service Squad | 1 | 1,250 |
| *School Improvement Team* | ** | 2,500 |

**All Levels**

| Assignment | Number of Positions | Amount per Position |
|---|---|---|
| **Teacher Mentor** | ** | ** |

1. For School Improvement Teams, Middle School Sustained Leadership Team, Student Activities Coordinator, High School Student Government, and High School Department Chairs: Each K-12 school building will be given a budget as stated which will be shared amongst team members based on time spent on activities for that supplemental position outside of the school day. The time spent will be monitored through a log submitted to the building principal at the end of the school year. The supplemental amount will be allocated to each team member based on this log.

2. The number in the parentheses next to the assignment denotes the number of positions the district will approve for payment. The district has the discretion to determine which supplemental assignments will be filled. The position may be shared and the amount split, but total amount paid amongst all parties shall not exceed the amount listed.

3. Counselors will be compensated on a per diem basis up to a maximum of four (4) workdays between the end of the current school year and the inception of the following school year. Additional days with compensation may be granted when needed and upon the request of a counselor. The granting of days beyond four (4) is at the sole discretion of the District.

4. Elementary Music Teachers will be compensated $175 per activity, up to a maximum of four (4) per year. To be eligible for the Elementary Music Teacher stipend, the teacher must be engaged in (attend and be involved in organizing and directing) content area activities beyond the regularly scheduled work day.

5. Mentors shall be selected and compensated as follows:

   Dependent on the number of probationary teachers in need of mentors, a best effort will be made for each mentor to have no more than two mentees in any given school year.

   Mentors will be paid $1,000 for each mentee during their first year of teaching in the district and $500 for each mentee for other probationary teachers.

   Mentors and mentees shall maintain documentation of time spent together to substantiate all meetings, phone calls, etc.

   Mentors shall schedule time to meet with mentees at least twice during the first three months of their first year in the district and a minimum of once per month thereafter during their probationary period.

   Topics for mentors may include district initiatives, county programs, IDP assistance, etc. and input may be given by the principal, mentor and mentee.

   Mentors and mentees shall have the opportunity to spend time in each other's classroom when a substitute is available.

   The mentor/mentee relationship shall be mutually agreed upon by both the mentor and mentee.

6. See Article II, Fringe Benefits, Paragraph 8, Page **8** regarding mileage.

**PAYMENT SCHEDULE**

Teachers shall be paid in equal installments every two weeks (i.e., members not selecting the lump sum and continuing employment from one school year to the next will be paid every two weeks and will not miss a payment from one year to the next). In June, however, the teacher shall have the option of applying for remaining pay in a lump sum. Issuance of remaining pay shall not be made before the first pay period following the close of the school year.

## ARTICLE III

### PAID TIME OFF (PTO), SYSTEM-WIDE PTO BANK, BEREAVEMENT LEAVE, JURY DUTY AND COURT APPEARANCE

A. **Paid Time Off**: Thirteen (13) paid time off (PTO) days shall be granted each teacher per school year. PTO days may be used for personal business, non-work related physical disability, injury or illness, doctor's appointments, or the care of a child or family member. Because of the difficulty in obtaining substitutes, it is understood that teachers shall be judicious in their use of PTO days, and will make every attempt not to conduct personal business on Monday or Friday during the workday. Teachers shall make every effort to schedule PTO days in AESOP at least 24 hours in advance. Except for obvious emergencies, PTO days cannot be used the first day of the school year, the last day of the school year, or the day prior to or the first day following any vacation or holiday without the approval of the building administrator. Concerns relative to suspected misuse of PTO days will first be informally discussed with the employee by their district supervisor and/or the President of the PPVD. Misuse of PTO days (as defined within this paragraph) shall be treated as violations of the Master Agreement and will result in loss of pay for the day(s) so used.

PTO balances will be printed on a pay stub in October of each contract year.

At the end of each school year, unused PTO days shall accumulate in a personal bank for each teacher.

Any PTO resulting in the teacher missing five (5) or more consecutive work days shall be approved by an administrator or documented by a licensed physician's written statement. In the case of illness or disability, ensuing reports shall be filed with the district every two (2) weeks for the duration of the disability. Should there be a question regarding the use of PTO days after missing twenty-five (25) or more consecutive work days the teacher may be required to submit to an examination by a physician selected by the District. The examination will be limited to the employee's ability to fulfill their employment obligations. The District will pay for all costs associated with that examination.

Teacher absences, because of illness, are to be reported to AESOP by 6:00 a.m. on the day of the absence. If an emergency occurs after 6:00 am the teacher is expected to contact the building administrator and report the absence to AESOP.

Upon proof of retirement under the provisions of the Michigan Public School Employees' Retirement System, $75.00 shall be granted to him/her for each day accumulated in his/her PTO bank up to a maximum of 75 days. All employees of the bargaining unit who resign from the Van Dyke Public Schools and have ten (10) years or more of creditable service with the Michigan Public School Employees' Retirement System, after attaining the age of 47, shall be eligible for the PTO day payoff at the rate $75.00 for each day accumulated in his/her personal sick bank up to 75 days. In the event of death during employment period, all of a teacher's current daily rate of pay, earned by him/her, shall be granted to his/her designated heir(s) for each day accumulated in his/her PTO bank up to 75 days.

All members of the bargaining unit who resign from the Van Dyke Public Schools with medical reasons and/or disablement and have ten years or more of creditable service with the Michigan Public School Employees' Retirement System shall be eligible for the PTO day payoff at $75.00 for each day accumulated in his/her PTO bank up to a maximum of 75 days.

B. **System-Wide PTO Bank**: A system-wide PTO bank shall be established from which members of the bargaining unit may obtain additional PTO for non-work related physical disability, injury or illness.

**Membership**

All certified personnel who have worked one (1) day for the Van Dyke Public Schools and have contributed a minimum of two (2) days are eligible.

Funding

(1) Two (2) days per member in first year of employment and one (1) day the following September.

(2) The minimum balance shall be two and one-half (2-1/2) times the number of members.

(3) When the balance falls below the balance stated above, the bank shall be funded at the rate of one (1) day per member the following September.

(4) Members using system-wide PTO days shall repay those days at the rate of three (3) days per year until the days used are repaid or the member resigns. The pay back will start at the inception of the next school year.

**Withdrawal**

(1) Withdrawal shall be made only upon depletion of PTO days. Application for withdrawal shall be made, in writing, seven (7) days before the expiration of the teacher's PTO days. Such application shall include a statement from a licensed physician verifying the extent of the illness or disability.

(2) Date of withdrawal shall be immediately after depletion of PTO days for members whose accrued PTO days amount to thirty-nine (39) days at the inception of the illness which depleted their PTO days.

(3) For others, withdrawal shall be delayed beyond the depletion of PTO days by the difference between accrued PTO days and thirty-nine (39) days. These thirty-nine (39) days must be consecutive.

(4) Maximum withdrawal shall be the number of work days in a school year for each occasion. Withdrawal shall be made in only full or half days.

(5) Personnel using PTO days for non-work related physical disability, injury or illness shall be required to submit a medical report from a licensed physician every two (2) weeks detailing the current extent of the illness or physical disability, resulting from accidental injury, indicating the approximate time the teacher must refrain from working. Should there be a question regarding the use of system-wide PTO bank days, the member may be required to submit to an examination by a physician mutually agreed upon by the Board and the Professional Personnel.

(6) System-wide PTO bank days may only be used for absences resulting from

and limited to illness or physical disability resulting from accidental injury or for parental leave as defined in section (9) of this article.

(7) It is understood that if a member returns to work and is subsequently absent because of the same illness or injury within three (3) years, the days of absence shall be considered to have been consecutive. At the expiration of the member's allowable withdrawal, the member shall either apply for a leave of absence for ill health or for total disability retirement under the provisions of the Michigan Public School Employees' Retirement System. Should the member fail to return at the beginning of a school year, PTO days shall not be granted until his/her return and then on a pro rata basis.

(8) A teacher seeking to return from an extended leave as described herein shall notify the superintendent of his/her intended return by March 1 prior to the start of the school year in which he/she intends to return. Said teacher shall provide medical certification by a physician, approved by the Board of Education, of his/her physical or mental ability to fill such position.

(9) The system wide PTO bank may be used for parental leave for the birth or adoption of a child within one (1) year of the birth or adoption using the following guidelines.

(a) The first fifteen (15) days of the parental leave comes from the employee's PTO.

(b) The system wide PTO Bank will match the employee’s PTO up to (15) days.

(c) The employee must repay the days taken from the system wide PTO bank as determined in Article 3 section B(4) under membership.

(d) Requests for parental leave must be made in writing to the Personnel Office.

(e) Employee is not eligible for this parental leave during their first year of employment with VDPS.

(10) As of March 15 of the current year, the superintendent shall convey to the President of the Professional Personnel a written statement of the number of days withdrawn and additional days funded on an individual basis since the previous March 15.

C. **Bereavement Leave**: Up to five (5) days off without loss of pay per incident will be granted for the attendance of the funeral or associated activities, or bereavement of a family member. Family member shall be defined as a member’s father, mother, spouse, parent of spouse, brother, sister, grandparent, child, or grandchild, and/or the member’s current step mother, step father, step child, brother-in-law, sister-in-law or other person residing in the members household. One (1) day off without loss of pay per incident may be granted for the attendance of a funeral for a former step brother, step sister, step grandparent, or step grandchild. The days must be taken within thirty (30) days of the date of the funeral, unless approval is sought and granted from the Superintendent or his or her designee. Approval will not be denied when a reasonable request is made.

D. **Jury Duty and Court Appearance**: A teacher may be absent without loss of compensation or charge of leave days for the following reasons:

(5) When called for and serving jury duty service.

(6) For appearance in court under a subpoena or summons issued in a court action related to the teacher's employment in the District or in which the teacher is not a party of interest.

The Professional Personnel shall pay for substitute teachers if the court appearances are related to litigation between the Board of Education and the Professional Personnel. Any compensation received for court appearances or jury duty, other than validated travel allowance, shall be remitted to the School District.

E. **School-Related Contagious Diseases and Mandatory Quarantine**: A teacher absent from work because of lice or pink eye will be paid one day's absence and will not be deducted from accumulated PTO leave per occurrence upon presentation of a physician's note expressing a likelihood of on-the-job exposure or a confirmed case in the teacher's classroom. PTO days will not be used from the teacher's personal bank in the event of a school based exposure that leads to a mandatory quarantine due to public health safety.

F. **Teacher Attendance Incentive**: The board agrees to pay an attendance bonus on The last pay of the current school year to every teacher who meets the following criteria.

a. A teacher who had zero (0) PTO absences during the school year will be paid $1,000.00.

b. A teacher who had one (1) or two (2) absences during the school year will be paid $750.00.

c. A teacher who had (3)or four (4) absences during the school year will be paid $500.00.

To qualify for the full attendance incentive a teacher must be employed by Van Dyke Public Schools from September 1st through the conclusion of the school year. Teachers hired on or after October 1st will be eligible for the attendance incentive at a prorated rate based on the following chart.

| Number of Absences | Total Possible Incentive | Monthly Proration for New Hires |
|---|---|---|
| 0 Days | $1,000.00 | $100.00 |
| 1 – 2 Days | $750.00 | $75.00 |
| 3 – 4 Days | $500.00 | $50.00 |

## ARTICLE IV

## LEAVES OF ABSENCE

A. Sabbatical Leave: A member of the bargaining unit who has an earned master's degree may be eligible for a year of sabbatical leave after seven (7) consecutive years of service in the Van Dyke Public Schools, subject to the rules and conditions of Section 380.1235 of the State Code (1976). A teacher on a sabbatical leave shall be compensated at fifty five percent (55%) of the salary he/she would have received if he/she had been on active service in the Van Dyke Public Schools. Upon receipt of an application for a sabbatical leave, the superintendent shall refer the application to an appointed evaluation committee for study and consideration. The committee shall be composed of three (3) administrators selected by the superintendent of schools, including the superintendent or his designate. Two (2) members of the Professional Personnel shall also serve on the committee. All applicants shall meet with the evaluation committee to explain the potential benefit of such a leave to the school district. The committee shall evaluate the request and make a recommendation to the Board of Education. The following criteria shall be observed:

a. Sabbatical leave of absence may be granted to members of the professional staff of the Van Dyke Public Schools. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the superintendent when in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.

b. The rules and regulations of the Van Dyke Sabbatical Leave Program are authorized and shall be interpreted in accordance with the Michigan statutory provisions and any amendments thereto (Sec. 380.1235 of the State Code 1976).

c. Any professional employee of the Van Dyke Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.

(1) Applicant must hold a master's degree.

(2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Van Dyke Public Schools. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, will not be deemed a break in the continuity of the service required by this section and will be included as a year of service in computing the seven consecutive years.

(3) A maximum of one percent (1%) of the eligible professional employees may be granted a sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various groups of the professional staff. If more than one percent of the professional staff qualify for sabbatical leave, priorities will be established on the basis of the following:

(a) Prior leave.

(b) Seniority in the school system.

(c) Application date.

(4) A sabbatical leave may be granted for a period of not less than one semester or for more than two full consecutive semesters.

(5) No professional employee will be granted more than two sabbatical leaves, and a minimum of seven years must elapse between the first and second leave.

(6) Any professional employee who is granted a sabbatical leave must sign an agreement with the Board of Education to return from leave and serve at least three years or refund all compensation while on leave, except in the case of death or total disability. In case of transfer of spouse, the refund shall be on a pro rata basis.

d. Sabbatical leave will be granted for the following purposes:

(1) For work on advanced degree (a minimum of ten [10] semester hours of graduate credit each semester).

(2) Independent research which must be under the supervision of the school district or an accredited college or university.

(3) Any other reasons, such as travel or writing, must be approved by a committee composed of three teachers appointed by the Professional Personnel and one administrator.

e. Applications for sabbatical leave must be filed on the prescribed forms with the superintendent of schools. Applications for sabbatical leave beginning with the first semester may be filed at any time between January 1 and February 15. Applications for leaves beginning the second semester must be filed between the dates of August 1 and September 15. The superintendent shall give notice to the applicant whether the request is granted or rejected within 60 days of the due date for filing the application.

f. Approval of a sabbatical leave by the Board of Education will be contingent upon securing an employee who is highly qualified as defined by NCLB to assume the applicant's duties.

g. A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein or unless said teacher accepts full-time employment or as otherwise agreed upon by the superintendent and the Board of Education. (If full-time employment is in question, said definition shall be obtained from employer.)

h. Requirements and status while on sabbatical leave are defined as follows:

(1) Payment of salary to a staff member on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his/her address.

(2) A term of sabbatical leave will entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.

(3) A sabbatical leave granted to a regular employee of the professional staff will also operate as a leave of absence without pay from all other school activities.

i. An employee on sabbatical leave will report to the superintendent as follows:

(1) The employee will immediately request approval from the superintendent for substantial changes in the planned program of the leave as outlined in the approved application.

(2) An interim report will be filed at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the superintendent to determine that the leave is being utilized in the approved manner.

(3) A final report will be filed with the superintendent in accordance with the provisions as stated in a following section.

(4) The superintendent may require, and the employee will promptly furnish, such additional reports as the superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the superintendent will find that the employee is not fulfilling the agreement, or is dilatory in any respect, the entire sum paid to the employee by the Board will become immediately due and all future payments will cease.

j. Requirements and status upon returning from sabbatical leave are as follows:

(1) At the expiration of a sabbatical leave, the employee will be restored to an equivalent position (State Code 380.1235-Restoration to Teacher Positions) provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.

(2) Each employee returning from sabbatical leave will file a final written report with the superintendent not later than 60 days after the day on which the employee again takes up active service. The report will include the names of institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee will not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the superintendent. At his/her discretion, the superintendent may require proof that the program, as presented by the applicant, has been followed. When approved by the superintendent, these final reports will be transmitted to the Board of Education.

B. **Other Leaves of Absence**: Upon the request of the teacher, the Board of Education shall grant a leave of absence for reasonable purposes without pay or fringe benefits. Such leaves shall include: long-term maternity leave, child care, further study, adoption of children, elected public office, compelling personal

business, travel for educational purposes, professional services, government service, service in professional societies, exchange teaching, and any such other reasons which are not directly and measurably harmful to the Van Dyke Public Schools. Reasonable purposes shall not include employment in another school district or community college in the State of Michigan.

If the teacher is on an approved Family Medical Leave, as defined by the Family Medical Leave Act (FMLA), the teacher is entitled to fringe benefit coverage up to a maximum of twelve (12) weeks. Upon the expiration of the twelve weeks of FMLA leave, a teacher's leave is not automatically converted to a leave of absence under this section. Rather, the teacher must request a leave of absence beyond FMLA leave. In such a circumstance, all of the conditions for a leave of absence under this section apply.

Unless otherwise indicated, the following conditions shall apply to leaves of absence under this section:

(1) Requests for leaves shall be in writing.

(2) Salary increments shall not accrue.

(3) PTO days shall not accrue, but unused PTO days held at the beginning of the leave shall be reinstated.

(4) Because of the requirements of notification to laid-off teachers and the planning for staff requirements for the ensuing year, there shall be a professional obligation assumed by the teacher on leave of absence to notify the Board of Education of their intent to return to duty in the Van Dyke Public Schools or resign by March 1 of the year they are on leave.

(5) Following the conclusion of the leave of absence, the teacher returning from leave shall be reemployed in an equivalent position by the Board of Education.

(6) Leaves of absence may be extended, for a period not to exceed one year, but only upon the written request of the teacher on leave and specifically approved by the Superintendent and the Board of Education.

(7) Upon granting of any of the foregoing leaves of absence, the teacher shall be informed of the restrictions of such leaves.

(8) Thirty days prior to the end of the teacher's leave of absence, the District shall send a letter stating that the leave is expiring and that the teacher must either resign or return to work. The letter shall include the date the leave expires. If the teacher does not return to work or submit a letter of resignation by the end of the leave of absence, that inaction will be considered an affirmative resignation and the Superintendent will send written notification to the teacher that his or her resignation has been accepted.

Approved leaves of absence do not constitute a break in consecutive years of service in the Van Dyke Public Schools; time spent on approved leave, however, cannot be added to the total number of consecutive years of service.

## ARTICLE V

## TEACHING PERIODS

A. The daily time schedule for elementary teachers shall be seven (7) hours and twenty-two (22) minutes. This shall include an average of 325 minutes of instruction (except during the first and last weeks of the school year and those weeks shortened by the negotiated calendar or "acts of God"), and a thirty (30) minute continuous duty-free lunch period. Preparation time for elementary teachers will be a minimum of 264 minutes per week. The minimum block of preparation time for elementary enrichment teachers is 15 minutes. All teachers shall be in their classrooms ten (10) minutes prior to the commencement of the regular school day and ten (10) minutes at the conclusion of the regular school day. Entry time into the classrooms for students shall commence ten (10) minutes after teachers are scheduled to be in their classrooms. The Board of Education may schedule enrichment classes within the school day. If regularly scheduled enrichment time is missed because of the absence of a librarian, elementary physical education, art, or vocal music teacher, the regular classroom teacher, whose enrichment class was missed and who taught during the time period usually taught by the absent enrichment teacher, shall be compensated for the amount of time according to the established rate (as stated in Article II). In the event of an elementary principal's absence, a designated teacher will be available to serve as a stand-in for emergencies. The stand-in teacher will not be used in a building that has two principals or an assistant principal unless such individual(s) is also absent (or simultaneous school business if both are required to attend by the State) with the principal.

B. The daily time schedule for Middle School teachers shall be seven (7) hours and twenty-two (22) minutes. This schedule shall include a preparation period, consistent with the length of regularly scheduled class periods and a thirty (30) minute, duty-free lunch period. All teachers shall be in their classrooms ten (10) minutes prior to the commencement of the regular school day and ten (10) minutes at the conclusion of the regular school day for consultation with students.

C. The daily time schedule for senior high school teachers shall be seven (7) hours and twenty-two (22) minutes. This schedule shall include a preparation period, consistent with the length of regularly scheduled class periods and a thirty (30) minute, duty-free lunch period. All teachers shall be in their classrooms ten (10) minutes prior to the commencement of the regular school day and ten (10) minutes at the conclusion of the regular school day for consultation with students.

D. (1) Variations in the length of class periods, at the secondary levels, shall be limited to ten (10) minutes.

E. Teachers shall keep Tuesday of each week free, following school, for staff and departmental meetings. It is understood that staff and departmental meetings, due to necessity, may have to extend beyond the limits of the normal day; principals, however, shall notify teachers of meetings one (1) week in advance, when possible, and post an agenda for such meetings. When such meetings conflict with the regular monthly Professional Personnel meetings, staff and departmental meetings shall be scheduled on another Tuesday, except in cases of extreme emergency, with mutual approval of the superintendent and the president of the Professional Personnel or his/her designated representative. Meetings will be limited to two (2) staff or departmental meetings held on any Tuesday (except PPVD meeting) per month. These meetings will be limited to one

hour from the end of the teacher workday. No staff meeting will be held during the same week as a Family Event.

F. In-building Individualized Educational Plan (IEP), Behavior Improvement Plan (BIP), or Functional Behavior Assessment (FBA) meetings shall not be scheduled during the teacher's prep period unless agreed upon by the classroom teacher.

G. When the professional staff of a building (through mutual consultation among administrators and teachers) deems it appropriate to request released time for in-service training, which is directly connected with the instructional program and which will obviously lead to its improvement, they may submit such request directly to the superintendent for his/her approval. It is understood that his/her approval will be conditional upon the value of such a request to the instructional program within that building and/or District. Furthermore, released time may be approved only within the limits of existing State regulations.

H. The District shall comply with State and Federal guidelines in the use of designated teachers in subsidized programs as substitutes.

I. At the elementary and middle school levels, all students new to the District shall be tested in reading within ten (10) school days following the first date of attendance in the District. The testing will be done according to the building protocol, and will include an agreed upon grade level benchmark assessment. Building protocol will be provided to all staff at the start of the school year. Screening new students will not be the sole responsibility of the student's regular classroom teacher unless mutually agreed upon by the teacher and the building administrator.

J. Teachers at all levels can leave five (5) minutes after student dismissal on Friday and the day before a holiday.

K. For all purposes under this contract, the term "preparation period" is to refer to work-time within a bargaining unit members' schedule to be used for the sole purpose of preparation for their teaching periods. Bargaining unit members should remain on-campus during their preparation period, unless they have received prior approval from their building administrator to leave campus. Bargaining unit members will not be expected to give up their preparation period for additional activities except as set out in this Contract and will then be compensated accordingly. Preparation time may be used for meetings between a teacher and school or District administrator if mutually agreed upon by the teacher and administrator(s). If not mutually agreed upon, within two (2) days a meeting will be scheduled before or after school.

L. The instructional day for teachers within a given level (elementary, middle school or high school) shall be uniform unless State regulations or transportation requires adjustments. If a teacher has instructional duties at multiple levels, that teacher's instructional day will be consistent with the level where their assigned day begins.

M. Right to Disconnect:

1. It is optional for employees to download any work-related communication app or software on their own personal devices.

2. It is optional for employees to respond to any work-related communication outside of contractually agreed upon work hours.

3. It is understood that emergency communication will be sent via a messaging platform as determined by the building administrator in cases of snow days, other acts of God, etc.

## ARTICLE VI

## EDUCATION ENVIRONMENT

A. Adequate lounge and lavatory facilities, exclusively for teacher use, shall be made available in all schools.

B. The Board of Education shall make every effort to provide properly maintained and secure parking areas for members of the bargaining unit during working hours.

C. The Board shall reimburse any teacher who experiences damage or destruction to personal articles not otherwise covered by insurance as a result of intervention with students. The reimbursement will be for articles valued at $50.00 or more up to $250.00. Such damage shall not be the result of the teacher's carelessness or neglect, and must occur on school property during the school day and/or be directly related to the execution of the teacher's assigned responsibilities. The teacher must notify their building administrator, in writing, within two work days of the damage or destruction. Depending on the item damaged or destroyed, the teacher will be notified of the necessary documentation to substantiate the claim for payment.

D. When the school district receives notification of a medically fragile student who requires extraordinary care, representatives of the Board will meet with the teacher and all support personnel to establish an appropriate plan for medical concerns. The teacher will be advised, in writing, regarding the handling of life threatening emergencies arising as a result of the student's condition.

    a. The Board shall provide state approved training by a licensed health professional regarding the acts or functions delegated to the teacher under the plan. The Board shall pay all costs in connection with the training.

    b. The Board shall provide protective equipment and Hepatitis B vaccinations to all teachers upon request.

    c. To the extent any teacher is required to provide school health services, the board shall indemnify and hold harmless from any liability, including damages, legal fees, or other cost resulting from their performance of such acts or functions. No employee shall be liable for undisclosed conditions.

E. Classroom teachers must receive a minimum of 24 hours notice regarding all visitors and/or volunteers. If a teacher is not comfortable with the presence of a particular visitor, the visit will be postponed until a second adult (administrator or other individual mutually agreed upon by the classroom teacher and administrator) will be present in the classroom.

## ARTICLE VII
## TEACHER ASSIGNMENTS- VACANCIES, LAYOFF, RECALL, AND INVOLUNTARY TRANSFER

**A.** Vacancy – A position shall be considered vacant when a teacher is needed to fill a position as determined by the Superintendent.

**B.** Positions for principal and assistant principal will be posted within, and outside of, the district. A screening committee will be established to review applications and conduct initial interviews for all building level principal and assistant principal positions. The screening committee, selected by the superintendent, shall be comprised of three (3) administrators and two (2) teachers. The committee will make recommendations to the superintendent.

**C.** Tentative teacher assignments for the following school year shall be distributed by June 1.

**D.** The Professional Personnel shall consider unethical the failure of teachers to notify their principals of their intent to leave the Van Dyke Public Schools without two (2) weeks notice when practical.

**E.** The superintendent may place a newly employed teacher or a teacher returning to the System after a break in service of one year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his/her teaching or related experience, but may be placed on the salary schedule at any step up to his/her experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule, and said teacher shall have no right to an appeal or review of such placement or salary. The superintendent, or designee, will notify the president of the Professional Personnel of the employment of any new teacher as soon as reasonably practicable.

**F.** The status of an intern (student teacher) is that of student. An intern's continuation in the program is subject to a joint decision by the Van Dyke Public Schools and the cooperating institution of higher learning.

**G.** The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary schools, and transfers between schools may be necessary due to enrollment fluctuation. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. Prior to any involuntary transfer, the district will provide notice to the president of the Professional Personnel.

**H.** When volunteers are not available, building principals may assign teachers who are on their preparation period to substitute, on a rotational basis.

**I.** In recognition of the importance of extracurricular activities in the total school curriculum, it is agreed:

(1) Selection of coaches will be based on experience and qualifications.

(2) PPVD members will be given priority consideration in selection and placement.

(3) All coaching personnel will be evaluated annually by the Athletic Director or his/her administrative designee.

J. "Layoff" is the separation of an employee for lack of work or funds, as determined by the Superintendent without fault or delinquency on the employee's part. Employees to be laid off must be notified as soon as possible after the decision for layoff has been made. In no event will the Employer give the employees less than Fourteen (14) calendar days' written notice. The Employer agrees to provide the Union with a list of names of employees being laid off and such notice must be sent at the same time that it is issued to the employees so affected.

In the event it becomes necessary to reduce the number of teachers, the Superintendent shall follow the procedures listed, in order:

1. The district shall reduce staff based on Effectiveness ratings starting with the teachers who have received a "Needing Support" rating in their two most recent evaluations. Then, the district shall reduce staff who receive a "Needing Support" and a "Developing" in their two most recent evaluations. Then, the district shall reduce staff who receive a "Developing" rating in their two most recent evaluations. All other teachers will be considered "Effective." In the event that a teacher only has one evaluation, they shall be factored into the reduction process illustrated above.

2. The teacher's length of service in a grade level or subject area. The employer will only consider a teacher's continuous and current length of service in said grade level or subject area.

3. Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way.

4. If after consideration of all the above factors, bargaining unit members cannot be distinguished, bargaining unit members shall be laid off according to seniority.

If layoffs are necessary, the Employer will first lay off Bargaining Unit Members in number 1. If after laying off all individuals in number 1 a need for additional layoffs remains, the Employer will lay off Bargaining Unit Members in number 2. If after laying off individuals in number 2 a need for additional layoffs remains, the Employer will lay off Bargaining Unit Members in number 3. If after laying off individuals in number 3 a need for additional layoffs remains, the Employer will lay off Bargaining Unit Members in number 4.

K. Recall: A recall is when teachers that are placed on layoff become eligible to return to work at the District. The right to recall expires three years after the layoff becomes effective. Employees will be recalled to a position/program for which they hold certification in reverse order of layoff.

L. Each employee on layoff shall be required to provide the district personnel office in writing with the current address to which a letter of recall may be sent.

Notice of openings shall be first emailed or communicated via phone call. If there is not confirmation of successful contact within 48 hours a letter shall be sent via registered mail to the last known address of the laid-off employee. Laid-off teachers will have five (5) business days in which to respond following the employer's certified post-marked receipt of the recall letter from the US. Postal Service.

## ARTICLE VIII

## CLASS SIZE LIMITATION

At the secondary level, the Board shall make every effort to ensure that the class load for teachers in academic departments shall be an average of 30 students per academic class. A maximum of one class will be excluded from the average if there are fewer than 20 students. Secondary classes in a virtual academy will not exceed 26 without prior agreement between the teacher and administrator. Each student above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of $800.00 for each student on a prorated basis;* or each student above maximum shall be removed from the classroom. Academic departments are defined as English, math, science, social studies, world languages, business, Career Technical Education (CTE) and health education.

On or before the student count, the building administrator shall choose one of the following options if a class exceeds the per class maximum:

(1) Create an additional class or section in order to reduce class size overages by removing students from overloaded classes to the new class or section. Any teacher who teaches an extra class, thereby giving up a preparation or lunch period or extending the length of their regular workday as the result of scheduling to balance class size shall be compensated at the rate of seven-point-five percent (7.5%) of their regular salary for each semester that they perform such duties.

(2) Continue to compensate the teacher at the rate of $800.00 for each student above the maximum. Compensation will be based on a prorated basis. The total amount that a secondary teacher may be paid for class size overage in a given school year shall not exceed fifteen percent (15%) of Step 16 MA for that school year.

At the K-5 level, the following standards shall be observed:

Elementary class sizes will have the following limitations: 26 student maximum for grades K-5; 20 student maximum for Van Tykes Transitional Kindergarten program. Split classes--two (2) fewer. Teachers of elementary split classes shall receive an additional $2,000 as compensation. Teachers will not be required to take split classes in consecutive years. These standards shall be in effect by the student count date.*

On or before the student count date, the building administrator shall choose one of the following options if a class exceeds these maximums:

(1) Each child above maximum shall be removed from the classroom, by either redistribution or bussing; or

(2) Each child above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of $1,500 for each child on a prorated basis.*

After the student count date, students should not be added to classes which are at or above these maximums unless absolutely necessary. Students will only be added to classes above maximum, at the rate of one (1) student per class, when all classes of the same grade level, throughout the district, are at the maximum.

Special Education students who are mainstreamed into a regular education classroom for one or more core areas of instruction shall count as one full student on the

general education teacher's classroom attendance roster.

Special Education caseloads and class sizes will follow Federal, State, and/or County Guidelines. In the event a caseload exceeds the limit, the provider(s) shall be compensated at the rate of $1,500.00 for each student that exceeds the limit on a prorated basis.

* Compensation shall be prorated on the actual number of days the over-sized condition has existed. An oversize condition is based on the number of students on a teacher's class roster(s) in PowerSchool. However, only students who have been physically present in a class (or logged into a virtual class) at least once during a semester will be counted towards the over-sized condition. If a teacher is on a leave with a substitute providing/creating plans during any portion of the oversized time period, the proration will not apply.

## ARTICLE IX

## DISCIPLINE

Maintaining discipline shall be the responsibility of all certified personnel. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher assumes the primary responsibility for maintaining proper control and discipline in the school. Each teacher recognizes his/her responsibility for the effective control and management of the teacher's classroom. The Board recognizes that it is the responsibility of the administrative staff to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The administrative staff shall give such assistance when requested by the teacher. A system-wide discipline code shall be developed, implemented, and adhered to. Within this limit, he/she has the authority to determine the gravity of the offense and to mete out to the offender the consequence or redirection which he/she feels his/her conduct justly merits. In the event that a teacher is physically injured and the teacher reasonably believes the offender's actions to be intentional, that teacher will have no contact with the offender until an investigation is complete. In the event that a teacher receives a substantive or very substantive threat, as determined through the threat assessment process, the teacher will have no contact with the offending party until the threat assessment process is complete and next steps are determined. In the event that a teacher is unable to perform his/her duties as a result of physical injury or threat, his or her absence from work shall not be deducted from their personal bank.

It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel.

Before any complaint made by a parent, student or any person against a teacher in the performance of his/her duties is used as disciplinary action against the teacher, the teacher will be notified about said complaint.

The issue of discipline and more effective classroom management is a mandated topic of review through the State's School Improvement Process. Therefore, individual buildings will be required to examine this issue through a committee process. This process will be overseen and supported by the district-wide School Improvement Committee and Board of Education. The topic of discipline and effective classroom management will be further discussed at meetings of the district-wide School Improvement Committee. The committee will report their recommendations regarding discipline to the Board of Education.

## ARTICLE X

## EDUCATOR DISCIPLINE AND DISCHARGE

A. No Teacher shall be disciplined, given a written reprimand or discharged by the Employer except for just cause. Probationary teachers may request a meeting with their administrator, union representation, and Personnel Director upon receipt of discipline and/or notification of discharge or non-renewal to state a rebuttal. Probationary teachers are precluded from grieving discipline, discharge or non-renewal to arbitration.

B. The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 1 business day of such discipline if agreed upon by the member.

C. If a teacher elects to challenge the District's decision to discharge, demote, or otherwise discipline or reduce pay at the Teacher Tenure Commission, any grievances related to such discipline shall be held in abeyance- and the time limits of the grievance arbitration procedures shall be suspended – pending the final decision of the Teacher Tenure commission and any appeals therefrom.

D. Disciplinary action will not be taken on hearsay or anonymous complaints before an investigation has taken place.

E. Bargaining unit members will not be negatively singled out for work performance in the presence of others.

## ARTICLE XI

## PERFORMANCE EVALUATION

Employees will be evaluated using a rigorous, transparent, and fair performance evaluation system that complies with the law. The performance evaluation for teachers will fairly evaluate performance and provide timely and constructive feedback that supports professional development. The evaluation system must provide teachers ample opportunity to improve and provide relevant coaching, instruction support and professional development.

A. Probationary Period: Newly hired bargaining unit members shall be considered probationary pursuant to the terms of the Michigan's Teacher Tenure Act (MCL38.910.) All teachers will be provided a mentor in their first year of employment in the district or during the term of their probationary period.

B. Year-End Evaluations: Except as otherwise provided in this article all teachers will receive a year-end evaluation. Year-end evaluations will result in a rating of teachers as effective, developing, or needing support.

1. The year-end evaluation rating must be determined by a combination of metrics and performance as measured by an evaluation tool.

2. Metrics must be the basis for twenty percent (20%) of the teacher's year-end evaluation rating or such other amount as may be modified by law. Metrics means student growth and assessment data or student learning objectives. Student learning objectives are measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students. Any metric considered for this portion of the evaluation must be mutually agreed upon between the Union and the Employer.

3. The remaining portion of the evaluation is based on teacher performance as measured by a mutually agreed upon evaluation tool that is based on objective criteria. The evaluation tool will be used to determine teacher effectiveness and inform decisions for developing and improving teachers. Any other factor used as a basis for this portion of the evaluation must be mutually agreed upon.

4. Any evaluation resulting in a "Needing Support" or "Developing" rating must include specific performance goals that will assist in improving effectiveness for the next school year. Performance goals must be identified in consultation with the teacher. The school administrator or designee conducting the evaluation shall provide training and support that would assist the teacher in meeting these goals.

5. The year-end evaluation and feedback concerning the evaluation must be provided in writing to the teacher at least ten (10) days before the end of the school year. If the final written evaluation is not provided to the teacher or is provided less than ten (10) days before the end of the school year, the teacher is deemed effective.

C. Observations: Classroom observations must be used to assist in performance evaluations.

1. The employee shall be notified no later than September 30th of each school year (or within two weeks for an employee hired after the start of the year)

who the administrator will be that conducts their year-end evaluation. The identified administrator shall conduct at least one observation of the employee. Other observations may only be conducted by non-bargaining unit observers who are trained in the use of the mutually agreed upon evaluation tool unless otherwise requested by the employee.

2. There must be at least two classroom observations in each school year the teacher is evaluated. One observation must be scheduled and notice must be given to the employee at least three (3) school days prior to the observation. One observation must be completed before the mid-point of the school year. All observations must be completed more than twenty (20) working days before the end of the school year.

3. A post observation meeting between the administrator conducting the observation and the employee will be held within ten (10) school days of the observation. The employee will be provided written feedback on the observation at or before the post-observation meeting.

4. Classroom observations must be a minimum of 15 minutes in length but do not have to be for an entire class period. The aggregate observation time over the course of the year will total no less than one hour.

D. Additional Support for Certain Teachers: The provisions in this section apply only to any teacher who is in the first year of the probationary period under section 1 of Article II of 1937 PA 4, MCL 38.81 (The Tenure Act), or who received a rating of minimally effective, ineffective, or needing support in the teacher's most recent year-end evaluation.

1. For those teachers identified above, the school administrator or designee who conducted the evaluation must develop, in consultation with the teacher and the Union, an individualized development plan (IDP) that includes performance goals and training designed to assist the teacher and to improve the teacher's effectiveness.

2. Teachers identified in this section must receive a midyear progress report, supported with at least 2 classroom observations, completed no later than February 1. The midyear progress report must be used to gauge a teacher's improvement from the preceding school year and assist the teacher to improve. The midyear progress report must be aligned with the teacher's IDP. The midyear progress report must include specific performance goals and recommended training for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation, in consultation with the teacher.

3. At the midyear progress report the teacher must receive a written improvement plan developed by the school administrator conducting the year-end evaluation in consultation with the teacher. This plan shall clearly identify the goals and training required above. The midyear progress report is supplemental and in addition to the year-end evaluation.

4. Teachers identified in this section shall be assigned a mentor and/or coach.

E. Teachers who work less than sixty (60) days in any school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

F. Training Teachers: The employer will provide training to the teacher on the evaluation tool and how the tool is used.

G. Teacher Consistently Rated as Effective or Higher: A teacher who is not probationary and is rated effective or highly effective on the 3 most recent consecutive year-end evaluations shall be evaluated triennially instead of annually.** If there is reason to believe the teacher's performance is no longer effective, the administrator will schedule a meeting with the teacher to determine if they must again be provided with an annual year end evaluation. The teacher may request union representation to be present at this meeting. **A system will be developed district-wide, e.g. alphabetical, by department or grade level, etc., to ensure consistency.

H. Evaluation Rating Review:

1. Teachers Rated as Needing Support on a Year-End Evaluation: A teacher who is not probationary under Article XI section A of this contract and is rated as needing support on a year-end evaluation may request a review of the evaluation rating by the school district superintendent.

    a. The request for review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request the school district superintendent shall review the evaluation and rating and make any modifications as appropriate.

    b. The teacher must receive a written response regarding this review by no later than 30 days after receipt of the request for a review and before making any modifications.

    c. If the written response does not resolve the matter, the teacher or the Union may request for mediation as provided for in 1947 PA 336, 423.201 to 423.217.

    d. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district.

    e. Within 15 days of the receipt of the request, the school district superintendent must provide written response to the teacher and the Union stating the mediation will be scheduled as appropriate.

I. All terms and provisions in this article are fully enforceable through the contract's grievance procedure. An employee may only grieve to arbitration an overall evaluation rating if the overall rating is less than effective. An arbitrator has authority to issue any appropriate remedy for a violation of the contract.

## ARTICLE XII

## MEETINGS ON POLICY MATTERS

Meetings on policy matters between the President of the Professional Personnel and the superintendent shall be convened at the request of either party at a suitable and agreeable time. These meetings shall be held at least once per month. It is understood that if these meetings infringe upon the teaching schedule of the President of the Professional Personnel, it shall not result in a loss of salary to the President of the Professional Personnel.

## ARTICLE XIII

## GRIEVANCE PROCEDURE

I. DEFINITIONS

A grievance is a complaint by the Union or by a Member of the bargaining unit that the Union or the Member has been deprived of a right granted by the contract or a practice arising under the contract. All days listed in these steps are working days.

II. PROCEDURES

Step 1:

The person complaining shall discuss the matter informally with their immediate Supervisor within ten (10) working days following their discovery of the facts that give rise to the complaint.

Step 2:

If the matter cannot be resolved informally with the immediate supervisor, the Union will present the complaint to the Supervisor who has authority to grant the grievance. Such complaint will be presented in writing no later than ten (10) working days after the Step 1 discussion. The written grievance must identify the specific article(s) and section(s) of this Agreement that the Grievant claims has been violated. The Supervisor will make a decision no later than ten (10) working days after he or she receives the written complaint and give a copy of the decision to the Union.

Step 3:

The Union may appeal the Supervisor's decision by sending a written or electronic notice of appeal to the Superintendent of Schools within ten (10) days after the Union receives the decision at Step 2. The Superintendent will issue his or her decision no later than ten (10) days after he or she receives the notice of appeal. The Superintendent may request a meeting with the Union to discuss the complaint.

Step 4:

A. The Union may submit the complaint to final and binding arbitration. To do so, the Union must provide written or electronic notice of its intention to arbitrate the complaint; such notice must be provided to the Superintendent no later than twenty (20) days after the Union receives the decision of the Superintendent.

B. The parties will attempt to agree on an Arbitrator. An Arbitrator will be selected and employed pursuant to the labor arbitration rules of the American Arbitration Association if the parties cannot agree on an arbitrator within ten (10) working days after the Union's filing of a notice of its intention to arbitrate the complaint.

III. PRINCIPLES

A. The Arbitrator may not add to or detract from this Agreement.

B. The fees of the Arbitrator will be equally divided between parties.

C. The decision of the Arbitrator is final and binding on the Union and the Board of Education.

Failure at any step of this procedure to communicate a decision on a grievance, within specified time limits, shall permit lodging an appeal at the next step of this procedure, within the time allotted had the decision been given. Failure to appeal a decision, within specified time limits, shall be deemed an acceptance of the decision and will amount to a complete disposition of the grievance. The time limits in this Article may only be altered by mutual written agreement of the President of the Professional Personnel and the superintendent.

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An alleged misapplication of the terms of this Agreement, which transcends building limitations (class action), may within ten (10) days of the alleged misapplication be initiated at Step 3 of the grievance procedure by the executive board of the Professional Personnel.

## ARTICLE XIV

## PROFESSIONAL PERSONNEL ACTIVITIES

The Professional Personnel shall have exclusive use of bulletin boards in each faculty lounge. It shall be the only teachers' organization permitted to use the school mail system and to conduct meetings in any building of the Van Dyke Public Schools. The display of proselytizing literature or insignia of any other teachers' organization shall be prohibited. All material posted on bulletin boards provided for the Professional Personnel or placed in the school mail system, shall relate to the official business of the Professional Personnel. All notices must be signed by a designated Professional Personnel official and initialed by the building principal.

The President of the Professional Personnel shall have one (1) hour released time, without loss of salary, for the purpose of implementing the terms of this Agreement. The President of the Professional Personnel may have an additional hour of released time at the union's expense. The cost of the additional hour shall be computed at one-sixth of the president's annual compensation, which includes the actual pro rata MPSERS defined benefit contribution paid by the employer, and the employer portion of FICA and Medicare for the current PPVD President. This release time shall be in effect on an annual basis. In addition to the president's released time, the Board of Education shall supply substitutes, at its expense, for teachers engaged in official Professional Personnel business up to an aggregate of forty-eight (48) hours per annum. Said released time shall not be used in litigation between the Board of Education and the Professional Personnel.

The Board agrees to continue to provide the Professional Personnel President with the current office space at Lincoln Middle School or a comparable facility at the President's work location. The choice of location shall be determined by the Board.

The Board agrees to provide the Professional Personnel with a complete PPVD staff list upon their request.

## ARTICLE XV

## TEACHER RESPONSIBILITY

The Professional Personnel and the Board of Education accept as their first responsibility the offering of an educational program consistent with current needs of the community and its ability to financially support it.

The teacher accepts the responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skill and his/her relationship with children.

The teacher agrees to uphold the policies, rules, regulations, and procedures of the Board of Education consistent with current state law, uniform throughout each building level, and which are available to all teachers. The Board of Education and the Professional Personnel agree to form a committee to recommend to the Board of Education approved changes to update said policies, rules, regulations, and procedures.

The teacher will assume responsibility to check the professional bulletin board daily.

It is the responsibility of each teacher to provide educational experiences of the highest quality. This includes:

(1) Careful daily preparation, including lesson plans.

(2) Attendance at staff meetings.

(3) Teachers shall attend Parent-teacher conferences and open house.

Teachers will not leave their buildings during working hours, except their lunch period, without the consent of the building principal or his/her designated representative. When teachers leave the building during their lunch period, they are expected to notify the school office.

Teachers shall not seek to proselytize political or religious views in the classroom.

Building principals shall have the right to assign teachers, within their building, to periodically check restrooms or other locations where smoking or loitering is suspected. Such assignments shall be rotated among all members of the bargaining unit, within each building, subject to their individual classroom location.

The superintendent and the president of the Professional Personnel shall meet monthly to review the progress of teachers who have been informed about inconsistencies or shortcomings in their professional behavior. The teacher in question shall have the right to be present at these meetings.

Teachers are expected to dress in a professional manner. Building administration and staff can establish special dress days.

## ARTICLE XVI

## RESERVATION OF RIGHTS AND POWERS OF THE BOARD AND PROFESSIONAL PERSONNEL

A. The Board, on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:

(1) to the executive management and administrative control of the school system and its properties and facilities, and the performance of its employees while on duty;

(2) to hire all employees, subject to the provisions of law, and to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees under the conditions of the Michigan Tenure Act and/or the Master Agreement;

(3) to establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary;

(4) to officially act upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids;

(5) to approve class schedules, assignments of teachers, and related non teaching activities.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

## ARTICLE XVII

## SCHOOL CALENDAR

On days when students are excused due to inclement weather, teachers will not report to school. Any student instruction days which are canceled and which must be rescheduled in order to comply with school State Aid Act MCLA, 338.1701 (3), (4), shall be rescheduled. Days to be made up shall increase the school calendar as full days at the conclusion of the last regular full student day. The total number of student attendance days will be limited to those required by State including those made up. The final three days shall conform to the original calendar as described in this article. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

## ARTICLE XVIII

## GENERAL

In the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. A court of competent jurisdiction shall be defined as the Macomb County Circuit Court or a court of higher jurisdiction.

**MEMORANDUM AGREEMENT**

A committee will be established made up of representatives from PPVD, administration, and any other bargaining unit that would like to participate to research and study different options available for providing health care and prescription services in an effort to reduce cost. This will include, but will not be limited to: copays, deductibles, providers, special plan options, etc. The committee will meet in September prior to the expiration of any applicable contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS **15th DAY OF September, 2025.**

| **BOARD OF EDUCATION OF THE VAN DYKE PUBLIC SCHOOLS** | **THE PROFESSIONAL PERSONNEL OF VAN DYKE** |
|---|---|
| Mark Kedzior | Valerie Dutton |
| Jacinda Jones-Bettie | Stacy Iles |
| Ivan Thomas | Patti Gartin |
| David Cowlbeck | Melanie Vanderlaan |
| [illegible] | |
| Richard Carlomi | |
| | |
| | |

**SUPERINTENDENT OF SCHOOLS:**

Piper Bognar

**Piper Bognar**